

ZB# 96-13

Albert Nasta

59-2-1

#96-13 Nasta, Albert 59-2-1
(Pool) Sec. 48-14 A(4)

Prelim.
March 18, 1996
Motion to Sched. P.H.
Photo shown &
Deed ✓
Title &
to new 1996. Paid fees
Public Hearing:
April 8, 1996.
Area Variance
Approved.

Refund: \$203.00

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, NY 12550

GENERAL RECEIPT

March 26 1996

Received of Athena + Albert Nasta \$ 50.00

Fifty 00/100 DOLLARS

For Zoning Board # 96-13

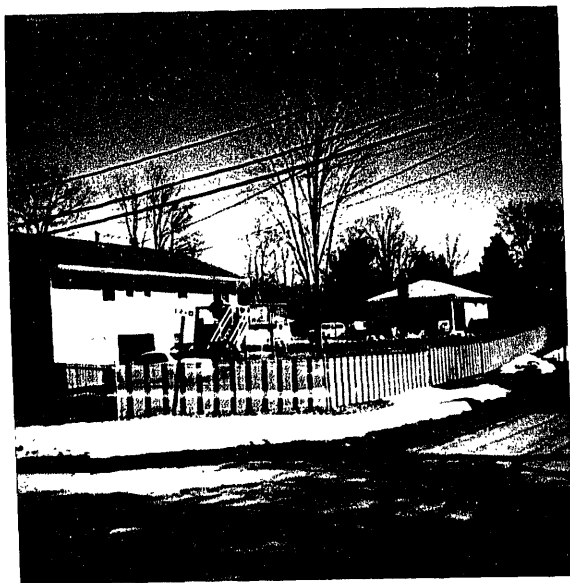
DISTRIBUTION

FUND	CODE	AMOUNT
ck # 2474		50.00

By Dorothy H. Hansen

Town Clerk
Title

© WILLIAMSON LAW BOOK CO., VICTOR, N.Y. 14564



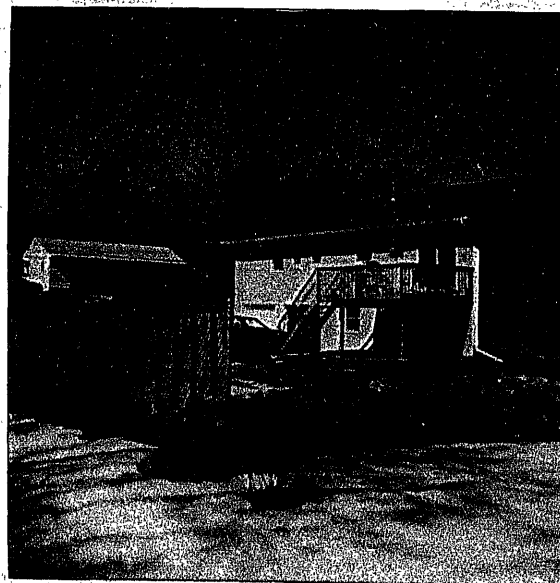
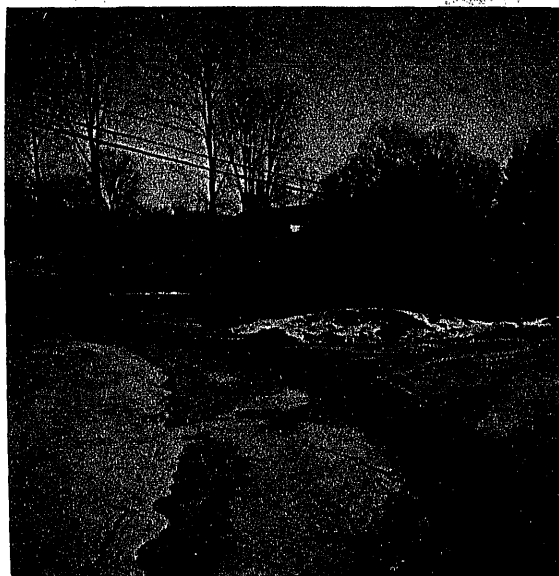
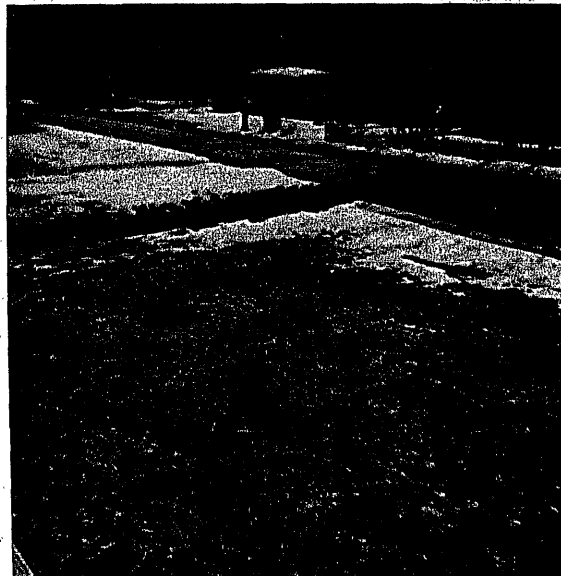
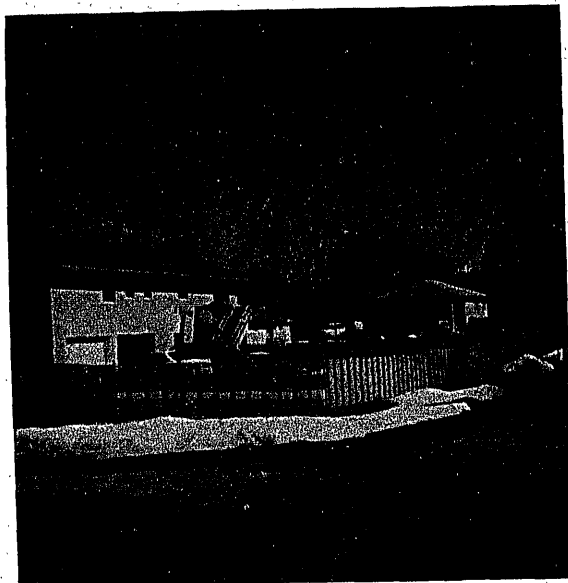
FUND	CODE	AMOUNT
Ce # 274		50.00

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By Dorothy H. Hansen

Town Clerk

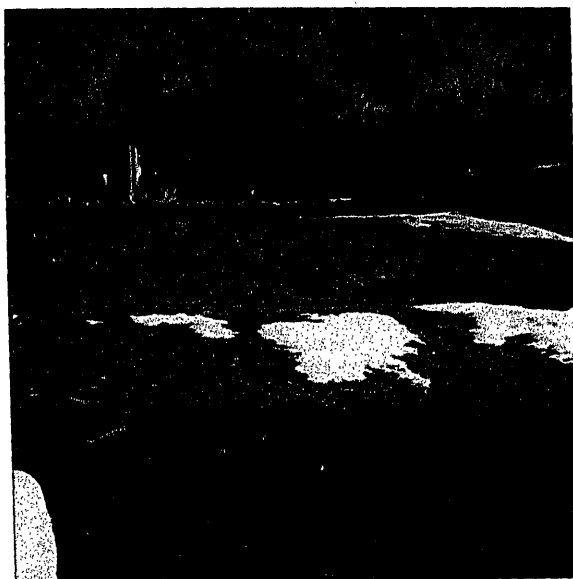
Title



051195, J2

#96-13 Nasta, Hlbost 59-2-1

(Pool) Sec. 48-14A(4)



APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Nasta, Albert

FILE # 96-13

RESIDENTIAL: \$ 50.00
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA ☒

USE ☐

APPLICATION FOR VARIANCE FEE \$ 50.00

* * * * *

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 300.00

DISBURSEMENTS -

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING - PER PAGE 3/11/96 - 3 pages . . . \$ 13.50
2ND PRELIM. MEETING - PER PAGE 4/4/96 3" . . . \$ 13.50
3RD PRELIM. MEETING - PER PAGE . . . \$
PUBLIC HEARING - PER PAGE . . . \$
PUBLIC HEARING (CONT'D) PER PAGE . . . \$

TOTAL \$ 27.00

ATTORNEY'S FEES: \$35.00 PER MEETING

PRELIM. MEETING: 3/11/96 \$ 35.00
2ND PRELIM. . . 4/4/96 \$ 35.00
3RD PRELIM. \$
PUBLIC HEARING \$
PUBLIC HEARING \$

TOTAL \$ 70.00

MISC. CHARGES:

TOTAL \$ 97.00

LESS ESCROW DEPOSIT . . . \$ 300.00
(ADDL. CHARGES DUE) . . . \$
REFUND DUE TO APPLICANT . \$ 203.00

(ZBA DISK#7-012192.FEE)

#2473
pd.
CK# 2474
pd.
3/26/96

Date Apr. 22, 1996

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Albert O. Nasta DR.
10 Hillcrest Drive
Salisbury Mills, N.Y. 12553

DATE

CLAIMED

ALLOWED

4/22/96

Refund of Escrow Deposit #96-13

\$ 203 00


Approved: Patricia C. Brunkhart
ZBA.


ATHENA NASTA
ALBERT O. NASTA
10 HILLCREST DRIVE
SALISBURY MILLS, NY 12577

2474

DATE 3-26-76 55-3354
212
548211663

PAY TO THE ORDER OF Town of New Windsor \$ 50.00

Fifty DOLLARS 

 NatWest Bank
NatWest Bank N.A.
Linwood Office
154-56 Linwood Plaza, Fort Lee, NJ 07024

MEMO Pool Permit 2BA 96-13 Albert O. Nasta MP


⑆021200339⑆ 548 21 1663⑆ 2474


ATHENA NASTA
ALBERT O. NASTA
10 HILLCREST DRIVE
SALISBURY MILLS, NY 12577

2473

DATE 3-26-76 55-3354
212
548211663

PAY TO THE ORDER OF Town of New Windsor \$ 300.00

Three hundred DOLLARS 

 NatWest Bank
NatWest Bank N.A.
Linwood Office
154-56 Linwood Plaza, Fort Lee, NJ 07024

MEMO Pool Permit #96-13 Albert O. Nasta MP

⑆021200339⑆ 548 21 1663⑆ 2473

-----x
In the Matter of the Application of

ALBERT NASTA,

MEMORANDUM OF
DECISION GRANTING
AREA VARIANCE#96-13.
-----x

WHEREAS, ALBERT NASTA, 10 Hillcrest Drive, Salisbury Mills, New York 12577, has made application before the Zoning Board of Appeals for relief of Section 48-14A(4) of the Supplementary Yard Regulations in order to allow construction of an above-ground pool which will project nearer to the street than the principal residence in an R-4 zone; and

WHEREAS, a public hearing was held on the 8th day of April, 1996, before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicant appeared before the Board for this proposal; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no one spoke and there was no opposition to the application before the Board; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance to its previously made decisions in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence presented by the applicant showed that:

(a) The subject property is a one-family home located in a neighborhood of one-family homes.

(b) This home is located on a corner lot so that by law it has two front yards.

(c) The proposed pool for which the variances are sought is to be located in a place that appears to be a side yard even though legally it is a front yard.

(d) The pool proposed to be built is similar to other pools in the neighborhood.

(e) The pool if permitted to be constructed will not interfere in any way with the vision of passing motorists or

cause a traffic hazard.

(f) There is no drainage or watercourse in the area of the proposed pool.

(g) There is no septic in that area.

(h) The only vegetation that would be disturbed is the usual grass.

(i) The pool if permitted to be constructed will be constructed according to applicable safety standards.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to applicant which can produce the benefit sought other than the variance procedure.

3. The requested variance is substantial in relation to the town regulations but nevertheless is warranted due to the fact that applicant's residence is located on a corner lot.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the applicant faces in conforming to the bulk regulations is self-created but should be allowed for the reasons set forth in the paragraphs above.

6. It is the finding of this Board that the benefit to the applicant, if the requested area variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community by such grant.

7. It is the further finding of this Board that the requested area variance is the minimum variance necessary and adequate to allow the applicant relief from the requirements of the bulk regulations and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT relief from Section 48-14A(4) of the Supplementary Yard Regulations in order for applicant to construct an above-ground pool at the above residence in an R-4

zone, as sought by the applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: June 10, 1996.


Chairman

Date 4/19/96, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 147 Sycamore Dr DR.
New Windsor NY 12553

DATE			CLAIMED	ALLOWED
4/8/96		Zoning Board Mtg.	75 00	
		Misc - 1		
		Dellums - 13		
		Petronella - 3		
		Burns - 2		
		Cicid - 3		
		UGR - 18		
		T+H - 3		
		Nasta - 3 13.50.	207 00	
		<u>46 pp</u>	<u>282 00</u>	

April 8, 1996

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NASTA, ALBERT

MR. NUGENT: Request for variation of Section 48.1A(4) of the Supplementary Yard Regulations to allow construction of above-ground pool which will project nearer to the street than the principal building at 10 Hillcrest Drive in an R-4 zone. There is nobody in the audience for Mr. Nasta.

Mr. Albert Nasta appeared before the board for this proposal.

MR. NASTA: I think you have the pictures, right?

MS. BARHNART: I have got them right here.

MR. BABCOCK: This is that three-sided lot, it has three front yards.

MR. KRIEGER: Is the pool located in a place that appears to be a side yard even though we know legally it's a front yard, does it appear to be a side yard? It appears to be on the side of the house as you look, just happens to be a front yard by virtue of the law?

MR. NASTA: Right.

MR. KRIEGER: There are pools similar to this in your neighborhood?

MR. NASTA: Right across the street there is an in-the-ground.

MR. KRIEGER: In the general area?

MR. NASTA: Yes.

MR. KRIEGER: One family home located in a neighbor of one family homes?

MR. NASTA: Correct.

MR. KRIEGER: If you are allowed to erect the pool in the proposed location, will it interfere in any way with the view of motorists for traffic?

April 8, 1996

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MR. NASTA: Absolutely not.

MR. KRIEGER: Mike, if you disagree, just let me know, I assume that you are not saying that you do not disagree.

MR. BABCOCK: I do not.

MS. BARNHART: There's nobody here but I did send out 35 notices.

MR. KRIEGER: Indication of disagreement is not necessary to embellish. Is there anything where the pool is now, is it grass, land, open land?

MR. NASTA: It's grass.

MR. KRIEGER: Is there any drainage that goes through that area?

MR. NASTA: No.

MR. KRIEGER: Any temporary or permanent water courses there?

MR. NASTA: No, well is at least 350 feet over.

MR. KRIEGER: That water travels below ground there?

MR. NASTA: Right.

MR. KRIEGER: There's no septic there?

MR. NASTA: No, sewer.

MR. KRIEGER: What kind of vegetation would have to be removed?

MR. NASTA: Just grass.

MR. TORLEY: The pool meets all the applicable safety standards as far as fencing?

MR. NASTA: Yes.

April 8, 1996

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MR. NUGENT: Any further questions by the board?

MR. KRIEGER: I have no further questions.

MR. NUGENT: I'll accept a motion.

MR. REIS: Make a motion that we grant Mr. Nasta his requested variance.

MR. KANE: Second the motion.

ROLL CALL

MR. REIS	AYE
MR. KANE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

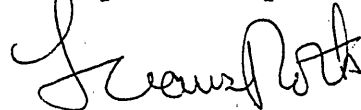
MR. TORLEY: Move we adjourn.

MR. KANE: Second it.

ROLL CALL

MR. REIS	AYE
MR. KANE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

Respectfully Submitted By:



Frances Roth
Stenographer

4/19/96

Prelim.
March 11, 1996
#96-13

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: MARCH 5, 1996

APPLICANT: ALBERT NASTA
10 HILLCREST DRIVE
SALISBURY MILLS, N.Y. 12577

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED: MARCH 4, 1996

FOR (BUILDING PERMIT): 4FT. ABOVE GROUND POOL

LOCATED AT: 10 HILLCREST DRIVE

(Corner Lot)

ZONE: R4

DESCRIPTION OF EXISTING SITE: SECTION: 59, BLOCK: 2, LOT: 1
ONE FAMILY HOME

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. NO ACCESSARY BUILDING SHALL PROJECT NEARER TO THE STREET ON WHICH THE PRINCIPAL BUILDING FRONTS THAN SUCH PRINCIPAL BUILDING

Ernst Schmitt

BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: R4	USE <u>48-14 A(4)</u>	

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT 914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

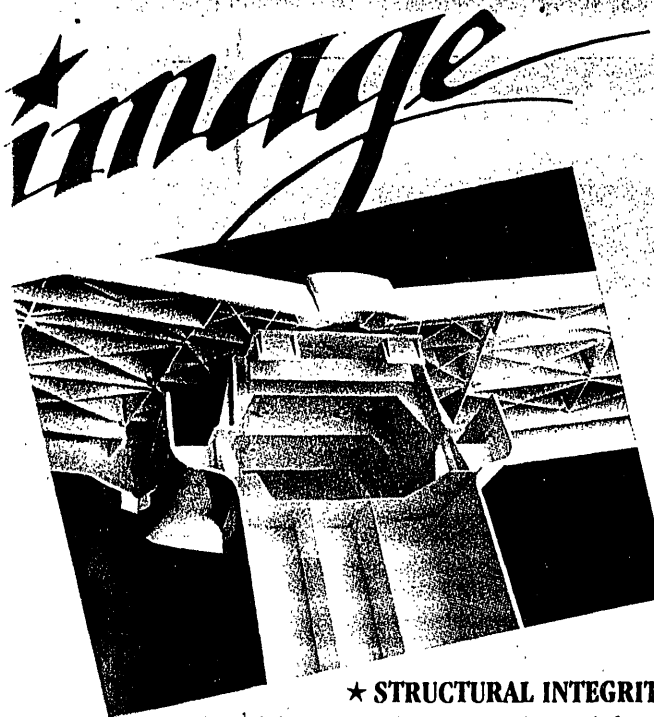
CC: Z.B.A., APPLICANT, B.P. FILES.

+



SECRET

SECTION 57

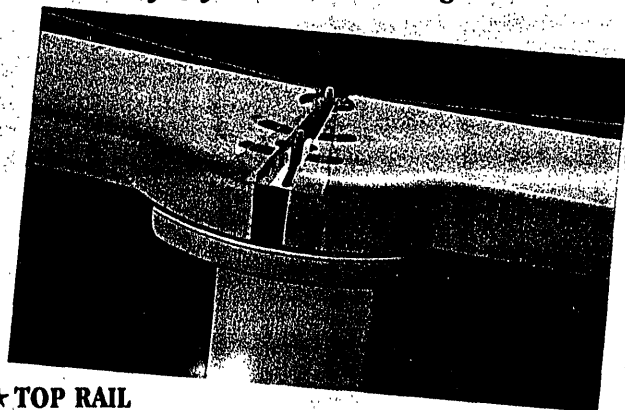


★ STRUCTURAL INTEGRITY

100% injection molded construction. Reinforced multi-layered, multi-ribbed understructure. Weather resistant, color fast, UV inhibitors.



★ TOP CAP SET
Simple, quick installation. Snap fits over 2 injection molded posts securing a completely integrated pool.

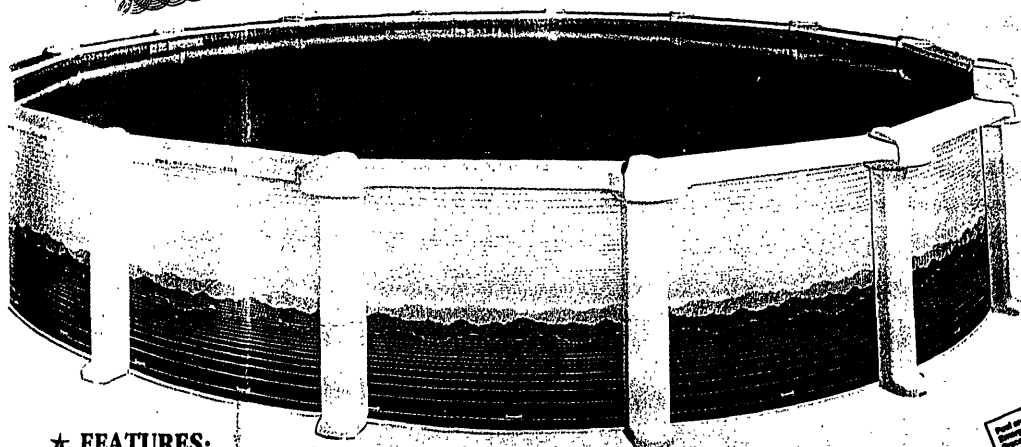


★ TOP RAIL

Pool diameter sizes engraved on all bearing plates for ease of assembly of 6 specific diameter pools available: 12', 15', 18', 21', 24', 27'. Requires only 4 stainless steel screws to complete attachment.



PATENT PENDING



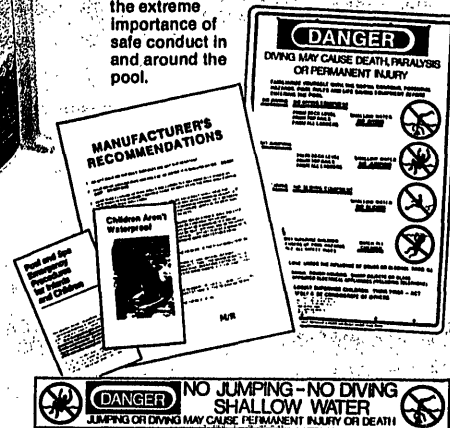
★ FEATURES:

Smart exterior look. Sculptured integrated design. Layered resin pool wall, reinforced with hot dipped galvanized steel. Beaded hung liner, 20 gauge winterized grade.

CAUTION: These pools are designed for swimming only — they are not designed for diving or jumping. Do not stand or walk on top rail. Failure to comply with all caution signs and all pool safety rules may result in serious permanent body injury.

SAFETY RAM

Each pool is supplied with an array of safety related pamphlets, signs and stickers. This material is provided to educate and remind all pool users of the extreme importance of safe conduct in and around the pool.



Visit your authorized *image* dealer today.

Seasonmaster, Inc.

P.O. Box 7283, New Brunswick, New Jersey 08902

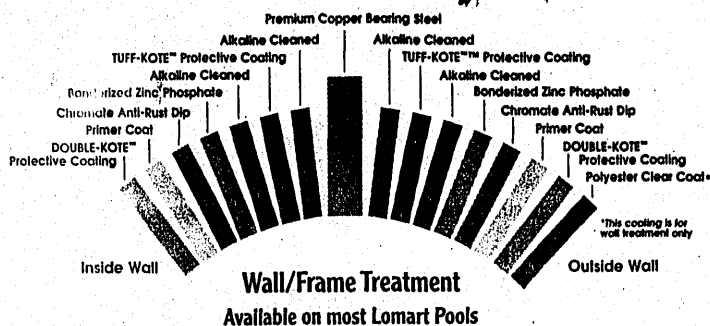




U.S. PATENT
NO. 5,180,807
Chromaster



An American Beauty!

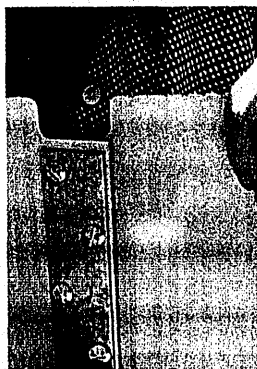


500 Series Features/Benefits

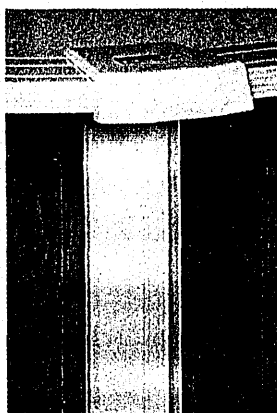
- **Rugged 6" Top Rails and 5" Vertical Supports in white.** Sturdy construction assures excellent durability and product longevity.
- **Hot-Dipped Galvanized Copper Bearing Steel Wall and Frame** offer maximum strength and first rate corrosion resistance.
- **Texture-molded Top Connectors with pebble grain design.** Ensures coverage of the top rail without seams or exposed screws.
- **Double-Kote™ baked enamel finish on Pool Wall** for added luster, durability, and corrosion resistance.
- **Tuff-Kote™ Zinc Protective Coating** to enhance and protect the pool wall and frame.
- **An Attractive Pool Wall Pattern: High Sierra II™.** Good-looking choice to enhance any backyard decor.
- **Staggered Bolt Wall Closure.** Features hot-dipped galvanized copper bearing steel wall bars that fasten with bolts in a staggered pattern to provide maximum strength and wall stability.
- **Streamlined Structural Design.** Enhances pool strength and allows for an easy, efficient installation.

- **Warranties:**
Pool & Frame – 20 Year Limited
Liner – Ebbtide/Capri:
20 Year Limited
Heavy Duty Solid Blue:
15 Year Limited

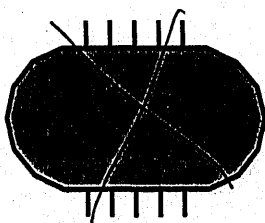
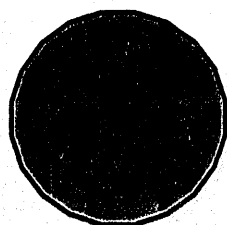
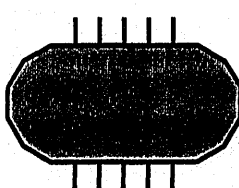
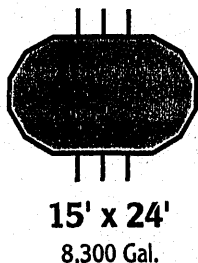
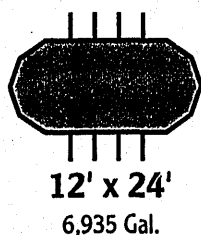
3 YEAR
100% WARRANTY
POOL & LINER
REMAINDER OF WARRANTY IS PRORATED



Staggered Bolt
Wall Closure



Top Connector,
Top Rail and Vertical



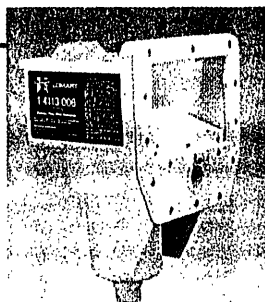
Pool Drawing Scale: 1/8" = 3'

Thru-the-Wall Hydro Skimmer

Lomart skimmers are the perfect way to maintain pool water and keep it looking great! These rugged skimmers offer maximum skimming action at an affordable price.

Features/Benefits:

- Thru-the-wall installation for superior skimming action.
- Skimmer body is available in white, tan, or gray to compliment the pool design.
- ABS Resin Lid serves as a vacuum plate and is color-coordinated to match skimmer body.
- Extra wide weir to automatically keep surface free of insects and debris.
- Patented automatic weir shut-off and relief valve combo to prevent air suction and protect pump against damage from loss of prime.
- Large basket to collect debris while vacuuming.
- Patented inside pool wall vacuum fitting for maximum convenience and effectiveness.
- Unitized construction of rust-proof, high impact ABS resin for maximum durability.
- 1 1/2" skimmer hose fitting and 1 1/2" return hose fitting for easy installation.



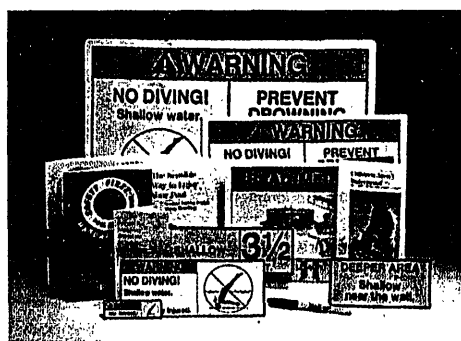
Optional Pool Fencing

An attractive and affordable way to provide additional security for your above-ground pool. Reduces the risk of unattended, unsupervised, and unauthorized pool entry by family and guests.



Features/Benefits:

- Rugged steel construction for strength and durability.
- Offers a 3 1/2 foot barrier on top of most pool walls to provide maximum safety as a barrier against unauthorized pool entry.
- Four-inch opening between each vertical picket. Conforms to National Spa and Pool Institute (N.S.P.I.) standard for pool fencing.
- Two keyed fence locks to further reduce the risk of unauthorized pool entry.
- Attractive design blends in with pool colors and home decors.



Safety Promotion Program

In order to protect your family and friends, Lomart Industries offers an assortment of safety materials and literature with your new pool. As a pool owner, it is your responsibility to learn, understand, and enforce all safety rules and regulations. Note: Lomart pools are designed for swimming and wading only. Do not dive or jump.

IMPORTANT: Above-ground pools are designed for Swimming and Wading only. Diving or Jumping is product misuse. Do not Dive or Jump! Use only an above-ground swimming pool ladder to enter or exit your pool. Do not use diving boards, slides, or any other object or platform which can be used for improper pool entry. It is your responsibility to secure your pool against unauthorized, unsupervised, or unintentional entry. Remember, pool misuse can result in crippling injury and/or other dangers to life and health. Always obey and enforce all safety rules.

Change of Design: All sizes, weights, measurements, illustrations and other specifications are approximate. Lomart Industries expressly reserves the right to change or modify the design and construction of any product in due course of our manufacturing procedures without incurring any obligation or liability to furnish or install such changes or modifications on products previously or subsequently sold.

Lomart Industries is in no way affiliated with any professional pool installer. Therefore, Lomart can assume no responsibility for errors in installation by the homeowner or said professional installer. If you have the pool installed by others, please supervise to be sure they comply with proper installation techniques as shown.

Lomart Industries, Inc • 10959 Jersey Blvd., Rancho Cucamonga, CA 91730 • 909/987-4741

What is Lomart?

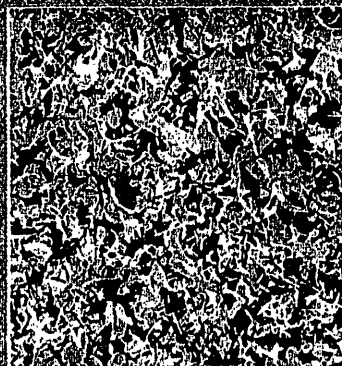
For 50 years, the Lomart name has stood for high quality, yet affordable pool products. We began as filtration specialists and have subsequently become an integral part of the world's leading above-ground pool manufacturer. To begin with, all Lomart products are proudly **Manufactured in the U.S.A.** to ensure exceptional quality. In addition, our 60,000 sq. ft. manufacturing facility in West Helena, Arkansas, allows us to monitor the production of our above-ground pools, filtration systems, fencing, and skimmers in order to ensure maximum efficiency and superior products. Our commitment to excellence, and belief in old-fashioned hard work, assures that you and your family will receive a pool of the finest quality.



**3 YEAR
100% WARRANTY
POOL & LINER**
REMAINDER OF WARRANTY IS PRORATED



Ebbtide



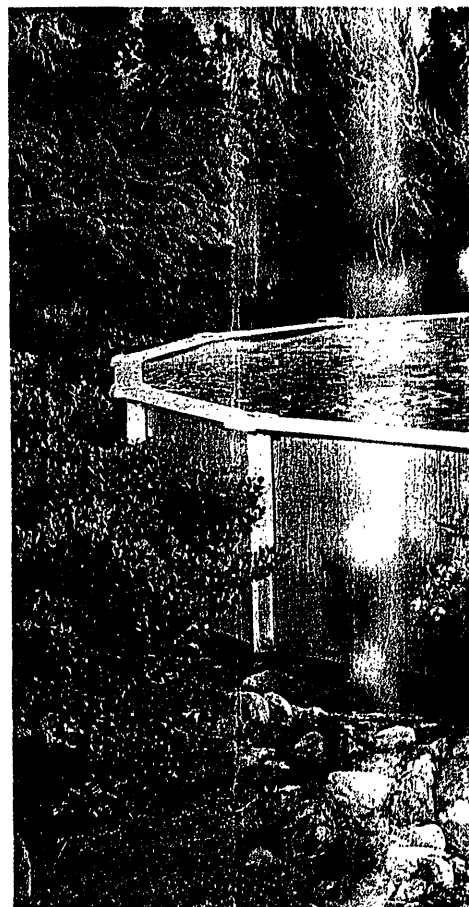
Heavy Duty
Solid Blue Liner Shown

Superior Quality Liners

Lomart pool liners are produced at our modern manufacturing facility to ensure you receive the finest liners available.

500 Series pools are cataloged with a choice of three quality liners: Ebbtide, Premium Print Bottom Liner, Capri Full Print Variable Depth Liner, or our Heavy Duty Solid Blue Liner.

Variable Depth Liners allow for a maximum depth of 6 to 6 1/2 feet, depending on pool model. This allows for an optional Special Purpose Deep Swimming Area for Underwater Swimming Only. No Jumping. No Diving.



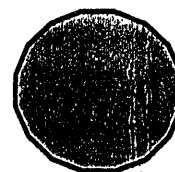
12'
3,100 Gal.



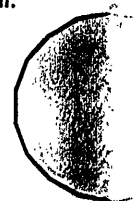
15'
4,775 Gal.



18'
6,700 Gal.



21'
9,200 Gal.



24'
11,800 Gal.
14,025 Exp.

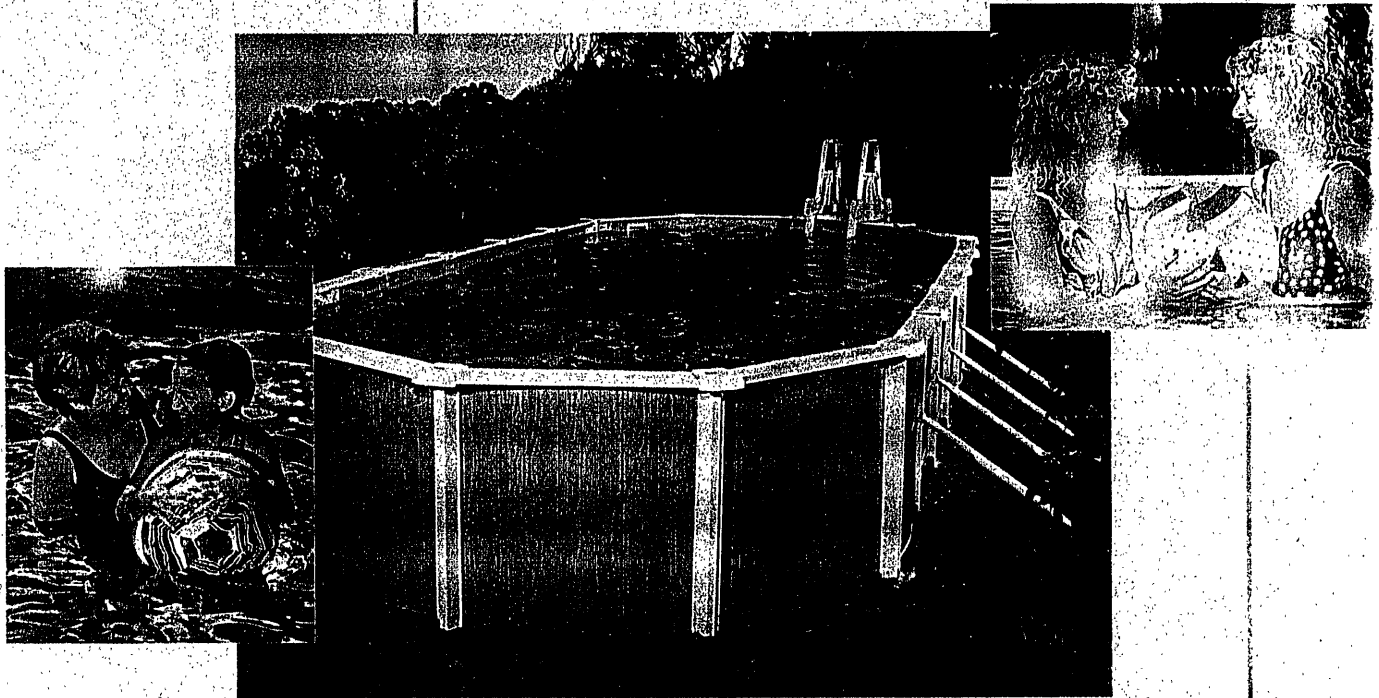
An Exciting Assortment of Sizes

Lomart pools come in a large assortment of round and oval pool models to meet your needs. To find the best size to match your backyard setting, use the grid paper provided in your Lomart Presentation Folder and draw a rough sketch detailing the dimensions and layout of your backyard. Then, use the pool drawings shown on this page and lightly trace various sizes on the grid paper until you find the pool size perfectly suited to your backyard.

AL NASTA
496-3315

High Sierra II™

500 Series



Lomart

A Division of Hoffinger Industries, Inc.



Your Lomart Dealer

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS

IMPORTANT

YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing is completed and before it is covered from inside and plumbing rough-in.
5. Insulation.
6. Plumbing final and final. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Permit number must be called in with each inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and there is no fee for this.

PLEASE PRINT CLEARLY

FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises ALBERT O. NASTA

Address ¹⁰ 70 Hillcrest Drive Salisbury Mills N.Y. 12577 Phone 914-496-3315

Mailing Address ¹⁰ Hillcrest Drive Salisbury Mills N.Y. 12577

Name of Architect _____

Address _____ Phone _____

Name of Contractor _____

Address _____ Phone _____

State whether applicant is owner, lessee, agent, architect, engineer or builder OWNER

If applicant is a corporation, signature of duly authorized officer. _____

(Name and title of corporate officer)

FOR OFFICE USE ONLY

Building Permit # _____

1. On what street is property located? On the North side of Hillcrest Drive
(N,S,E or W)
and 12 feet from the intersection of LAKE Road Extension
2. Zone or use district in which premises are situated Residential Is property a flood zone? Y N X
3. Tax Map Description: Section 59 Block 2 Lot 1
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
a. Existing use and occupancy One Family Dwelling b. Intended use and occupancy Install Above Ground Pool
5. Nature of work (check if applicable) New Bldg ☐ Addition ☐ Alteration ☐ Repair ☐ Removal ☐ Demolition ☐ Other ☒
6. Is this a corner lot? Yes 24 FT Round Above Ground Pool
7. Dimensions of entire new construction. Front _____ Rear _____ Depth 4 FT Height 4 FT No. of stories _____
8. If dwelling, number of dwelling units: _____ Number of dwelling units on each floor _____
Number of bedrooms _____ Baths _____ Toilets _____
Heating Plant: Gas _____ Oil _____ Electric/Hot Air _____ Hot Water _____
If Garage, number of cars _____
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____

3,5,19 96

APPLICATION FOR BUILDING PERMIT
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock
Asst. Inspectors: Frank Lisi, Ernst Schmidt
New Windsor Town Hall
555 Union Avenue
New Windsor, New York 12553
(914)-564-4618 563-4618
(914) 563-4693 FAX

Bldg Insp Examined Schmidt
Fire Insp Examined _____
Approved _____
Disapproved X
Permit No. _____

REFER TO:

Planning Board ☐

Highway Dept ☐

Sewer ☐

Water ☐

Zoning Board of Appeals X

INSTRUCTIONS

- A. This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- B. Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- C. This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- D. The work covered by this application may not be commenced before the issuance of a Building Permit.
- E. Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- F. No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions, or alterations, or for removal or demolition or use of property as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

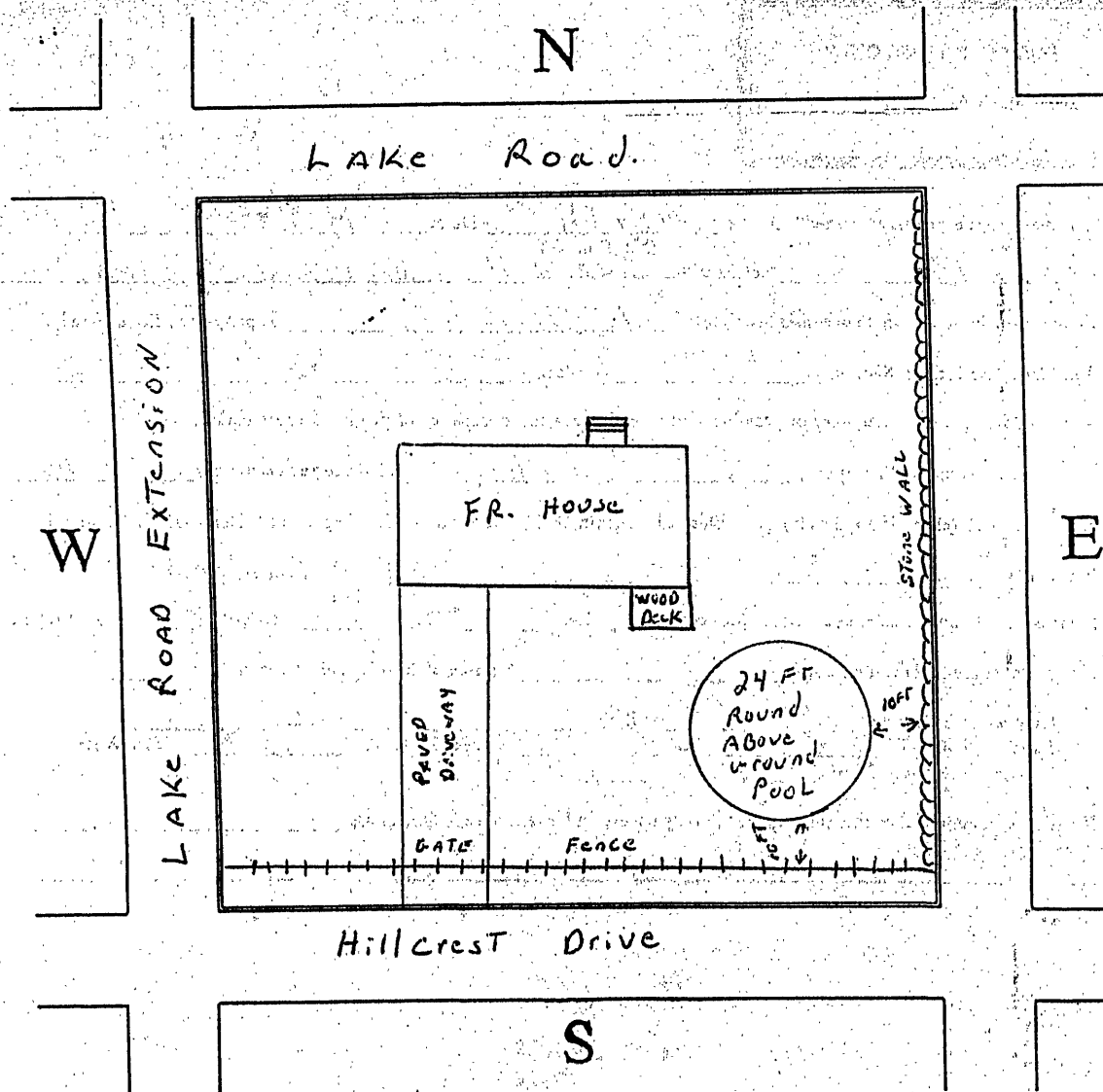
Albert Nastos
(Signature of Applicant)

10 Hillcrest Drive Salisbury Mill N.Y. 12577
(Address of Applicant)

PLOT PLAN

NOTE:

Locate all buildings and indicate all set back dimensions. Applicant must indicate the building line or lines clearly and distinctly on the drawing.



ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

In the Matter of Application for Variance of

Albert Nasta

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

96-13.

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On March 27, 1996, I compared the 35 addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart

Sworn to before me this
27th day of March, 1996.

Patricia E.'Brien
Notary Public

PATRICIA E. O'BRIEN
Notary Public, State of New York
Residing in County of Orange
No. 4841486
Commission Expires Feb. 28, 1978

(TA DOCDISK#7-030586.AOS)



TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

1763

March 25, 1996

Albert Nasta
10 Hillcrest Dr.
Salisbury Mills, NY 12577

RE: Tax Map Parcel #59-2-1

Dear Mr. Nasta:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$55.00, minus your deposit of \$25.00.

Please remit the balance of \$30.00 to the Town Clerk's office.

Sincerely,

Leslie Cook /cad

LESLIE COOK
Sole Assessor

/cad
Attachments

cc: Patricia A. Barnhart, ZBA

35

Snipel Corporation X
27 Waring Road
Newburgh, NY 12550

Mayer Hirsch X
6 Hayes Court
Monroe, NY 10950

Vincent & Josephine Risolio X
5 Park Road
Salisbury Mills, NY 12577

Raymond Filippini & Annette Risolio X
P. O. Box 187
Salisbury Mills, NY 12577

Joseph J. & Christine D. Cirello X
61 Lake Road
Salisbury Mills, NY 12577

William E. & Rory T. Marcus X
178 Lake Road
Salisbury Mills, NY 12577

Allen & Joan Deyo X
21 Beaver Brook Road
New Windsor, NY 12553

James A. & Robin J. Rashford III X
Box 452, RD #4 Beaver Brook Rd.
New Windsor, NY 12553

Christine Donker & Richard Jaskiewicz X
RD#4, Box 453 Beaver Brook Rd.
New Windsor, NY 12553

Roderick W. Kalberer X
168 Lake Road
Salisbury Mills, NY 12577

County of Orange X
255-275 Main Street
Goshen, NY 109124

Steven & Debra Kaiser X
P. O. Box 87
Salisbury Mills, NY 12577

Alexander & Natalie Bar X
P. O. Box 239
Cornwall, NY 12518

Albert & Linda Strohl X
P. O. Box 195
Salisbury Mills, NY 12577

William W. & Maria D. Castellane X
P. O. Box 165
Salisbury Mills, NY 12577

State of New York Office of Mental
Retardation & Dev. Dis. X
Letchworth Dev.
Office of the Comptroller
Smith State Office Bldg.
Albany, NY 12236

Josephine & Guy Osmer X
16 Hillcrest Drive
Salisbury Mills, NY 12577

William P. & Helen S. Adams X
39 Donna Lane
Walkill, NY 12589

Margarete F. Obermeier, Executrix X
12 Hillcrest Drive
Salisbury Mills, NY 12577

Christopher J. & Ellen Laurretta Conley X
6 Hillcrest Dr.
Salisbury Mills, NY 12577

County of Orange f/b/o Beaver Dam Lake
Protection and Rehabilitation District
265 Main Street X
Goshen, NY 10924

Erwin O. & Erna Schelhammer X
167 Lake Road
Salisbury Mills, NY 12577

Thomas A. & Patricia A. Larke X
171 Lake St.
Salisbury Mills, NY 12577

Eric J. & Charlotte Sypher Fritsch X
5 Hillcrest Dr.
Salisbury Mills, NY 12577

Robert E. Witt X
7 Hillcrest Dr.
Salisbury Mills, NY 12577

John & Elsie Pearson X
9 Hillcrest Dr.
Salisbury Mills, NY 12577

Albert N. & Mary Jane Conley X
13 Hillcrest Dr.
Salisbury Mills, NY 12577

Joseph R. & Annette M. Capone X
15 Hillcrest Dr.
Salisbury Mills, NY 12577

Edward A. & Elba I. Chinae X
17 Hillcrest Dr.
Salisbury Mills, NY 12577

Dominick P. & Dorothy Di Maggio X
21 Hillcrest Dr.
Salisbury Mills, NY 12577

Rita F. Hagerth X
P. O. Box 151
Salisbury Mills, NY 12577

William A. & Janet L. Walters X
50 Valley View Dr.
Salisbury Mills, NY 12577

Jacqueline Cooper X
48 Valley View Drive
Salisbury Mills, NY 12577

James A. & Marguerite O. Madden Jr. X
118 Windsor Terrace
Salisbury Mills, NY 12577

Mary O'Brien Trust X
111 Briny Ave., Apt # 2614
Pompano Beach, FL 33062

Pls. publish immediately. Send bill to: Applicant at below address.

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 13

Request of Albert Nasta

for a VARIANCE of the Zoning Local Law to permit:

Construction of 4ft. above-ground pool which will
project nearer to street than principal building;

being a VARIANCE of Section 48-14 A (4) of the Supp.
Yard Regulations;

for property situated as follows:

10 Hillcrest Drive, New Windsor, N.Y. 12553.

known as tax lot Section 59 Block 2 Lot 1.

SAID HEARING will take place on the 8th day of April,
1996, at New Windsor Town Hall, 555 Union Avenue, New Windsor,
New York, beginning at 7:30 o'clock P. M.

James Nugent
Chairman

By Patricia A. Barnhart, Secy.

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

96-13

Date: 3/26/96.

I. ✓ Applicant Information:

- (a) ALBERT NASTA 10 Hillcrest Drive Salisbury NY 12577 (914) 496-3315
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) Pools Plus Inc. 529 RT. 211 E Middle Town N.Y. 10940 692-0757
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- () Use Variance () Sign Variance
- (✓) Area Variance () Interpretation

III. ✓ Property Information:

- (a) R4 10 Hillcrest Drive Salisbury Mills N.Y. 59,211 13,297.97 S.F.
(Zone) (Address) (S B L) (Lot size) 0.305+ AC.
- (b) What other zones lie within 500 ft.? None
- (c) Is a pending sale or lease subject to ZBA approval of this application? NO
- (d) When was property purchased by present owner? 2-13-95
- (e) Has property been subdivided previously? NO
- (f) Has property been subject of variance previously? NO.
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? NO
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO
- _____

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow: _____
(Describe proposal) _____
- _____

(b) ^{N/A} The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

(c) ^{N/A} Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes _____ No _____.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

V. ✓ Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section ~~48-14A(4)~~ Table of Supp. Yard Regs. Regs., Col. _____.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only

** No-residential districts only

✓ (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created. Describe why you believe the ZBA should grant your application for an area variance:

ALTHOUGH THE PROPERTY IS FENCED IN, AND SUFFICIENT PROPERTY IN THE REAR OF THE HOUSE IS AVAILABLE FOR THE INSTALLATION OF A ABOVE GROUND POOL. 3 SIDES OF MY PROPERTY HAVE ROAD FRONTAGE SO ACCORDING TO THE TOWN'S ZONING LAW I HAVE 3 FRONT LAWNS INSTEAD OF ONE LEAVING ME NO SPACE TO INSTALL A POOL.

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: N/A

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

(b) N/A Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation: N/A

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

The Property is Fenced in + will be professionally landscaped.
in + Around The pool Area. The color of The pool Also
Matches The color of The Fence + The House which I Feel
will Add To The Look of The property.

IX. ✓ Attachments required:

- ✓ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- ✓ Copy of tax map showing adjacent properties.
- ~~N/A~~ Copy of contract of sale, lease or franchise agreement.
- ✓ Copy of deed and title policy.
- ✓ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- ~~N/A~~ Copy(ies) of sign(s) with dimensions and location.
- ✓ Two (2) checks, one in the amount of \$50.00 and the second check in the amount of \$300.00, each payable to the TOWN OF NEW WINDSOR.
- ✓ Photographs of existing premises from several angles.

X. Affidavit.

Date: March 26, 1996.

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

X. Albert O. Noto
 (Applicant)

Sworn to before me this

26th day of March, 1996.
Patricia A. Barnhart

XI. ZBA Action:

(a) Public Hearing date: _____.

PATRICIA A. BARNHART
 Notary Public, State of New York
 No. 01BA4904434
 Qualified in Orange County
 Commission Expires August 31, 1997.

(b) Variance: Granted (____) Denied (____)

(c) Restrictions or conditions: _____

_____.

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)



Owner's Policy of Title Insurance

Fidelity National Title Insurance Company

HN 21215

of New York
A Stock Company

**POLICY
NUMBER**

5312- 106374

OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK, a New York corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

- 1. Title to the estate or interest described in Schedule A being vested other than as stated herein;*
- 2. Any defect in or lien or encumbrance on the title;*
- 3. Unmarketability of the title;*
- 4. Lack of a right of access to and from the land.*

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK, has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
OF NEW YORK**

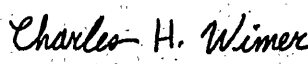
Countersigned


Authorized Signature
(PLEASE PRINT NAME)



By: 

President

Attest: 

Secretary

HILL-N-DALE ABSTRACTERS, INC.

20 SCOTCHTOWN AVENUE
GOSHEN, NEW YORK 10924

(914) 294-5110

FAX (914) 294-9581

ALTA OWNER'S POLICY - 1990 (Revised 10-17-92)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its own choice (subject to the right of the insured to object for

reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured Or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the estate or interest, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

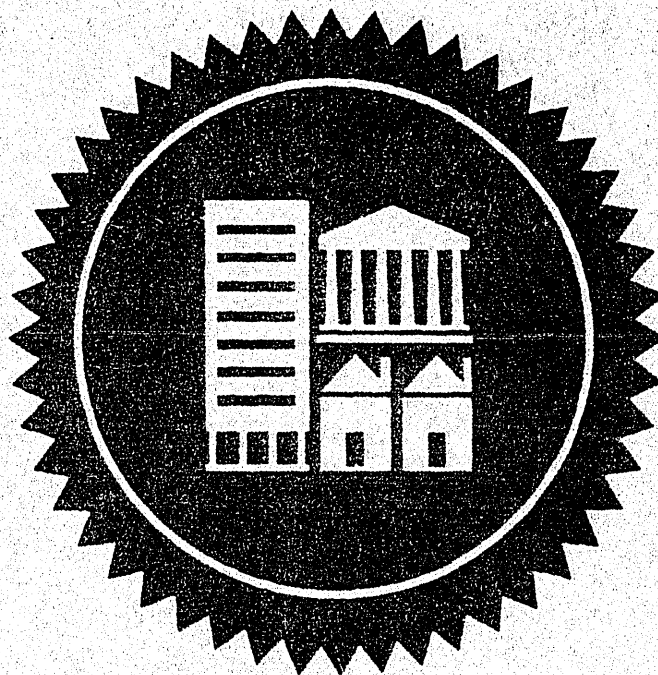
(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at: 2 Park Avenue, New York, NY 10016



**Fidelity National Title Insurance Company
of New York**

**2 Park Avenue
New York, NY 10016**



Fidelity National Title

INSURANCE COMPANY OF NEW YORK

File No. HN 21215

POLICY NO. 5312-106374

SCHEDULE A

Date of Policy 2/15/1995

Amount of Insurance \$164,000.00

1. Name of Insured:
Albert Nasta and Athena Nasta
2. The estate or interest in the land which is covered by this policy is: Fee Simple
3. Title to the estate or interest in the land is vested in:
Albert Nasta and Athena Nasta by Deed dated February 13th, 1995
recorded February 15th, 1995 in the Orange County Clerk's Office
in Liber 4180 cp 213.
4. The land referred to in this policy is described as follows:

See Attached

Countersigned

BY

AUTHORIZED SIGNATORY

JOHN M. WOOD

PRINT NAME HERE

SCHEDULE A

All that certain plot, piece or parcel of land, with the buildings and improvements thereon, erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, being part of Lots No. 1 and 2 upon a map entitled "Map of Windsor Hills, Salisbury Mills, New Windsor, County of Orange, New York", made by Nial Sherwood, C.E., dated May 1950, and filed in the Office of the Clerk of the County of Orange on August 23, 1950, Map No, 1448; which parts of said lots, taken together, are bounded and described as follows:

Beginning at a pipe set in the ground at the intersection of the northeasterly line of Hillcrest Road and the southeasterly line of Lake Road Extension; and running thence along the southeasterly line of Lake Road Extension North 15° East 107.75 feet to a pipe in the southwesterly line of Lake Road; thence along Lake Road South 73° 45' East 125.03 feet to a pipe in the northwesterly line of other lands of Strakosch; thence along said lands South 15° west 105.02 feet to a pipe in the northeasterly line of Hillcrest Road; and thence along the same 125 feet to the point or place of beginning.

It being the intention to convey by this deed all of said Lot No. 1 and the northwesterly 25 feet of Lot No. 2 adjoining said Lot No. 1 on the aforesaid map, except the southwesterly 20 feet thereof which has been conveyed the Town of New Windsor and is now in the bed of Hillcrest Road.



Fidelity National Title

INSURANCE COMPANY OF NEW YORK

POLICY NO. 5312-106374

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
2. Any encroachments, easements, measurements, variations in area or content, party walls or other facts which a correct survey of the premises would show.
3. Rights or claims of parties in possession.
4. Roads, ways, streams or easements, if any, not shown of record, riparian rights and the title to any filled-in lands.
5. Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from said premises to poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.
6. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain, and repair the same, but policy will insure, however, that there are no such agreements of record, in connection therewith, except as may be shown herein.
7. The exact acreage of the premises herein will not be insured.
8. Riparian rights, if any, in favor of the premises herein are not insured.
9. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.
10. Survey dated March 18th, 1994 (Final May 4th, 1994) by Gerald Zimmerman PLS, shows premises with no variations or encroachments except:

Utility lines cross premises to serve house;

Gravel drive serving premises and continues into right of way of Hillcrest Drive;

Stone wall on or near easterly line;

Frame house with concrete stoop and wood deck shown within bounds.

Continued

SCHEDULE B
CONTINUED

11. Filed Map #1448 Note:
"Development Planned for Summer Use Only".

Policy affirmatively insures the house will be be able to be utilized as a year round residence.
12. Sewer charges subsequent to January 1st, 1995 are excepted.
13. Grants: Liber 1029 cp 282 - Liber 1137 cp 331
Liber 1169 cp 352 - Liber 1271 cp 450
14. No lake, beach or similar rights, exterior to the premises, are insured.
15. Reservation of 5' strip in Liber 1448 cp 314 (see also Liber 2682 cp 337).
16. Covenants and Restrictions in Liber 1448 cp 314.
17. No lands lying in the bed or right way of any street or road abutting or bounding the premises are insured; specifically excepts lands conveyed to Town of New Windsor by Liber 1408 cp 83.
18. Subject to mortgage made by Albert Nasta and Athena Nasta to PHH US Mortgage Corporation dated February 13th, 1995 in the amount of \$130,000.00 recorded February 15th, 1995 in the Orange County Clerk's Office in Liber 5348 mp 320.



**Fidelity National Title Insurance Company
OF NEW YORK**

**STANDARD NEW YORK ENDORSEMENT
(OWNER'S POLICY)**

ATTACHED TO AND FORMING A PART OF POLICY NO. 5312-106374
of FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK

1. The following is added to the insuring provisions on the face page of this policy:

"5. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. The following is added to Paragraph 7 of the Conditions and Stipulations of this policy:

"(d) If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or incumbrances, except real estate taxes, assessments, water charges and sewer rents."

Nothing herein contained shall be construed as extending or changing the effective date of the policy unless otherwise expressly stated.

THIS ENDORSEMENT is made a part of the policy and is subject to the Exclusions From Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY
OF NEW YORK**



By: *W. R. King*
President

Attest: *Charles H. Wimer*
Secretary

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE



TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

QUALITY CUSTOM HOME
CONTRACTORS, INC.

TO

ALBERT NASTA and
ATHENA NASTA

SECTION 59 BLOCK 2 LOT 1

RECORD AND RETURN TO:

(Name and Address)

THERE IS NO FEE FOR THE RECORDING OF THIS PAGE

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH

RECORDED INSTRUMENT ONLY

DAVID J. STILES, ESQ.
32 HILL RD.
PO BOX 62
SALISBURY MILLS, NY 12577

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED X MORTGAGE _____ SATISFACTION _____ ASSIGNMENT _____ OTHER _____

PROPERTY LOCATION

2089 BLOOMING GROVE (TN)
2001 WASHINGTONVILLE (VLG)
2289 CHESTER (TN)
2201 CHESTER (VLG)
2489 CORNWALL (TN)
2401 CORNWALL (VLG)
2600 CRAWFORD (TN)
2800 DEERPARK (TN)
3089 GOSHEN (TN)
3001 GOSHEN (VLG)
3003 FLORIDA (VLG)
3005 CHESTER (VLG)
3200 GREENVILLE (TN)
3489 HAMPTONBURGH (TN)
3401 MAYBROOK (VLG)
3689 HIGHLANDS (TN)
3601 HIGHLAND FALLS (VLG)
3889 MINISINK (TN)
3801 UNIONVILLE (VLG)
4089 MONROE (TN)
4001 MONROE (VLG)
4003 HARRIMAN (VLG)
4005 KIRYAS JOEL (VLG)

4289 MONTGOMERY (TN)
4201 MAYBROOK (VLG)
4203 MONTGOMERY (VLG)
4205 WALDEN (VLG)
4489 MOUNT HOPE (TN)
4401 OTISVILLE (VLG)
4600 NEWBURGH (TN)
4800 NEW WINDSOR (TN)
5089 TUXEDO (TN)
5001 TUXEDO PARK (VLG)
5200 WALLKILL (TN)
5489 WARWICK (TN)
5401 FLORIDA (VLG)
5403 GREENWOOD LAKE (VLG)
5405 WARWICK (VLG)
5600 WAWAYANDA (TN)
5889 WOODBURY (TN)
5801 HARRIMAN (VLG)

CITIES

0900 MIDDLETOWN
1100 NEWBURGH
1300 PORT JERVIS

9999 HOLD

NO. PAGES 3 CROSS REF _____
CERT. COPY _____ AFFT. FILED _____

PAYMENT TYPE: CHECK P
CASH _____
CHARGE _____
NO FEE _____

CONSIDERATION \$ 164,900.00
TAX EXEMPT _____

MORTGAGE AMT \$ _____
DATE _____

MORTGAGE TYPE:

 (A) COMMERCIAL
 (B) 1 OR 2 FAMILY
 (C) UNDER \$10,000.
 (E) EXEMPT
 (F) 3 TO 6 UNITS
 (I) NAT.PERSON/CR.UNION
 (J) NAT.PER-CR.UN/I OR 2
 (K) CONDO

Joan A Macchi

JOAN A. MACCHI
Orange County Clerk

RECEIVED FROM: H.II-N-Dale

ORANGE COUNTY CLERKS OFFICE 7160 MRL
RECORDED/FILED 02/15/95 10:26:24 AM

FEES 44.00 EDUCATION FUND 5.00

SERIAL NUMBER: 005274

DEED CNTL NO 51878 RE TAX 660.00

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

HN 21215

THIS INDENTURE, made the 13th day of February, nineteen hundred and ninety-five
BETWEEN QUALITY CUSTOM HOME CONTRACTORS, INC., a New York corporation,
with office located at P.O. Box 10, Washingtonville, New York 10992,

party of the first part, and ALBERT NASTA and ATHENA NASTA, husband and wife,
both residing at 30 Revere Circle, Washingtonville, New York 10992,

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, being more particularly described on SCHEDULE "A" ANNEXED HERETO AND MADE A PART HEREOF.

Sec. 59
Blk. 2
Lot 1

This deed is given by the grantor corporation in the ordinary course of business and does not constitute all or a substantial part of the corporation assets.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

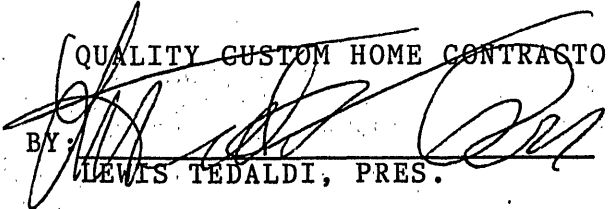
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

QUALITY CUSTOM HOME CONTRACTORS, INC.
BY: 
LEWIS TEDALDI, PRES.

STATE OF NEW YORK, COUNTY OF

ss:

STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19 , before me
personally came

On the day of 19 , before me
personally came

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
executed the same.

to me known to be the individual described in and who
executed the foregoing instrument, and acknowledged that
executed the same.

STATE OF NEW YORK, COUNTY OF ORANGE

ss:

STATE OF NEW YORK, COUNTY OF

ss:

On the 13th day of February 19⁹⁵, before me
personally came Lewis Tedaldi
to me known, who, being by me duly sworn, did depose and
say that he resides at No. PO Box 10,
Washingtonville, NY 10992
that he is the Pres.
of Quality Custom Home Contractors, Inc

On the day of 19 , before me
personally came
the subscribing witness to the foregoing instrument, with
whom I am personally acquainted, who, being by me duly
sworn, did depose and say that he resides at No. ;
that he knows ;

the corporation described
in and which executed the foregoing instrument; that he
knows the seal of said corporation; that the seal affixed
to said instrument is such corporate seal; that it was so
affixed by order of the board of directors of said corpora-
tion, and that he signed his name thereto by like order.

to be the individual
described in and who executed the foregoing instrument;
that he, said subscribing witness, was present and saw
execute the same; and that he, said witness,
at the same time subscribed his name as witness thereto.

Notary Public, State of New York

95

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No. HN 21215 (Hill-N-Dale Abstracters)

QUALITY CUSTOM HOME CONTRACTORS, INC.

SECTION 59

BLOCK 2

LOT 1

COUNTY TOWN New Windsor

TO

ASTA

Recorded At Request of

First American Title Insurance Company of New York

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

*First American Title Insurance Company
of New York*



David J. Stiles, Esq.

32 Hill Road

P.O. Box 62

Salisbury Mills, New York 12577

Zip No.

LIBER., 180 PAGE 215

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

SCHEDULE A

HN 21215

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, being part of Lots No. 1 and 2 upon a map entitled "Map of Windsor Hills, Salisbury Mills, New Windsor, County of Orange, New York", made by Nial Sherwood, C.E., dated May 1950, and filed in the Office of the Clerk of the County of Orange on August 23, 1950, as Map No. 1448; which parts of said lots, taken together, are bounded and described as follows:

BEGINNING at a pipe set in the ground at the intersection of the northeasterly line of Hillcrest Road and the southeasterly line of Lake Road Extension; and running thence along the southeasterly line of Lake Road Extension North 15° East 107.75 feet to a pipe in the southwesterly line of Lake Road; thence along Lake Road South 73° 45' East 125.03 feet to a pipe in the northwesterly line of other lands of Strakosch; thence along said lands South 15° West 105.02 feet to a pipe in the northeasterly line of Hillcrest Road; and thence along the same 125 feet to the point or place of beginning.

It being the intention to convey by this deed all of said Lot No. 1 and the northwesterly 25 feet of Lot No. 2 adjoining said Lot No. 1 on the aforesaid map, except the southwesterly 20 feet thereof which has been conveyed to the Town of New Windsor and is now in the bed of Hillcrest Road.

HILL-N-DALE ABSTRACTERS, INC.

20 SCOTCHTOWN AVENUE
GOSHEN, NEW YORK 10924
(914) 294-5110
FAX (914) 294-9581

Date 3/21/96, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 147 Sycamore Dr. DR.
New Windsor NY 12553

DATE			CLAIMED	ALLOWED
3/11/96	Zoning Board Meeting		75 00	
	Misc - 4			
	Lombardi - 3			
	Wash 3 13.50			
	Price Chopper 4			
	Monsi Ditchless - 20			
	SMS- 2			
	36 pgs		162 00	
			237 00	

[REDACTED]

MR. NUGENT: Request for variation of Section 48-14A(4) of the Supplementary Yard Regulations in order to construct above-ground pool at 10 Hillcrest Drive in R-4 zone.

MR. NUGENT: You're on. Tell us what you want to do.

MR. NASTA: Basically, I just want to put a pool and anything adjacent to a street is considered pretty much a front lot.

MR. BABCOCK: He has three front yards, Mr. Chairman. The board should look at the tax map that is attached.

MR. REIS: Also Beaver Dam Lake, Mike?

MR. BABCOCK: Yes.

MR. NASTA: There's a fence going around the whole property.

MR. NUGENT: He's got a real problem in the front getting side yard.

MR. TORLEY: The house actually fronts on Lake Road?

MR. NASTA: Right but the address is Hillcrest.

MR. TORLEY: Clearly he has no place he can put it anywhere. If he put it in the, what would be his one rear yard, it wouldn't fit.

MR. NASTA: I wouldn't clear. You want ten feet off the property line, it would never make it.

MR. REIS: Can you point out where you'd like to put it?

MR. NASTA: Sure, here's a complete breakdown, the fence encloses the whole property.

MR. KANE: Fence is existing?

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MR. NASTA: Yes, it's eight foot from the edge of the pavement is the fence and ten foot from the fence would be the pool, pool on this side, ten foot from the stone wall would be the pool on that side.

MR. KANE: Basically, he needs the frontage on the one side.

MR. BABCOCK: Actually, what he needs is the code I think that section says that accessory structure cannot project closer to the street than the principle building so basically, it cannot be in the front yard.

MR. TORLEY: If that was not a road, it would meet the other area requirements?

MR. BABCOCK: Yes, he's ten foot off any property line in the rear yard of the house, that is all you need is ten foot but it's considered a front yard so there's the problem.

MR. NUGENT: Any further questions?

MR. KANE: No.

MR. NUGENT: Accept a motion.

MR. KANE: I move that we set up Mr. Nasta for his public hearing for the requested variances.

MR. REIS: Second it.

ROLL CALL

MR. LANGANKE	AYE
MR. TORLEY	AYE
MR. KANE	AYE
MR. REIS	AYE
MR. NUGENT	AYE

MR. NUGENT: Here's your information for your public hearing. You have to fill it out. If you have any questions, call Pat.

MR. KRIEGER: And when you come back, would you address

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yourself to the criteria set forth there. Those are the criteria that the state requires that the zoning board consider. In addition, when you come back, I would like to look at a copy of your deed and title policy. I don't have to keep it, I just want to look at it.

MR. NASTA: Okay, thank you very much.

MR. KRIEGER: Also bring pictures with you, too, Mr. Nasta, if you would.

MR. NASTA: Okay.



TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

1763

March 25, 1996

Albert Nasta
10 Hillcrest Dr.
Salisbury Mills, NY 12577

RE: Tax Map Parcel #59-2-1

Dear Mr. Nasta:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$55.00, minus your deposit of \$25.00.

Please remit the balance of \$30.00 to the Town Clerk's office.

Sincerely,

LESLIE COOK
Sole Assessor

/cad
Attachments

[Redacted signature block]

Snipel Corporation
27 Waring Road
Newburgh, NY 12550

Mayer Hirsch
6 Hayes Court
Monroe, NY 10950

Vincent & Josephine Risolio
5 Park Road
Salisbury Mills, NY 12577

Raymond Filippini & Annette Risolio
P. O. Box 187
Salisbury Mills, NY 12577

Joseph J. & Christine D. Cirello
61 Lake Road
Salisbury Mills, NY 12577

William E. & Rory T. Marcus
178 Lake Road
Salisbury Mills, NY 12577

Allen & Joan Deyo
21 Beaver Brook Road
New Windsor, NY 12553

James A. & Robin J. Rashford III
Box 452, RD #4 Beaver Brook Rd.
New Windsor, NY 12553

Christine Donker & Richard Jaskiewicz
RD#4, Box 453 Beaver Brook Rd.
New Windsor, NY 12553

Roderick W. Kalberer
168 Lake Road
Salisbury Mills, NY 12577

County of Orange
255-275 Main Street
Goshen, NY 109124

Steven & Debra Kaiser
P. O. Box 87
Salisbury Mills, NY 12577

Alexander & Natalie Bar
P. O. Box 239
Cornwall, NY 12518

Albert & Linda Strohl
P. O. Box 195
Salisbury Mills, NY 12577

William W. & Maria D. Castellane
P. O. Box 165
Salisbury Mills, NY 12577

State of New York Office of Mental
Retardation & Dev. Dis.
Letchworth Dev.
Office of the Comptroller
Smith State Office Bldg.
Albany, NY 12236

Josephine & Guy Osmer
16 Hillcrest Drive
Salisbury Mills, NY 12577

William P. & Helen S. Adams
39 Donna Lane
Wallkill, NY 12589

Margarete F. Obermeier, Executrix
12 Hillcrest Drive
Salisbury Mills, NY 12577

Christopher J. & Ellen Lauretta Conley
6 Hillcrest Dr.
Salisbury Mills, NY 12577

County of Orange f/b/o Beaver Dam Lake
Protection and Rehabilitation District
265 Main Street
Goshen, NY 10924

Erwin O. & Erna Schelhammer
167 Lake Road
Salisbury Mills, NY 12577

Thomas A. & Patricia A. Larke
171 Lake St.
Salisbury Mills, NY 12577

Eric J. & Charlotte Sypher Fritsch
5 Hillcrest Dr.
Salisbury Mills, NY 12577

Robert E. Witt
7 Hillcrest Dr.
Salisbury Mills, NY 12577

John & Elsie Pearson
9 Hillcrest Dr.
Salisbury Mills, NY 12577

Albert N. & Mary Jane Conley
13 Hillcrest Dr.
Salisbury Mills, NY 12577

Joseph R. & Annette M. Capone
15 Hillcrest Dr.
Salisbury Mills, NY 12577

Edward A. & Elba I. Chinae
17 Hillcrest Dr.
Salisbury Mills, NY 12577

Dominick P. & Dorothy Di Maggio
21 Hillcrest Dr.
Salisbury Mills, NY 12577

Rita F. Hagerth
P. O. Box 151
Salisbury Mills, NY 12577

William A. & Janet L. Walters
50 Valley View Dr.
Salisbury Mills, NY 12577

Jacqueline Cooper
48 Valley View Drive
Salisbury Mills, NY 12577

James A. & Marguerite O. Madden Jr.
118 Windsor Terrace
Salisbury Mills, NY 12577

Mary O'Brien Trust
111 Briny Ave., Apt # 2614
Pompano Beach, FL 33062